

JUDGE KARAS

10 CV 3604

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK  
WHITE PLAINS DIVISION

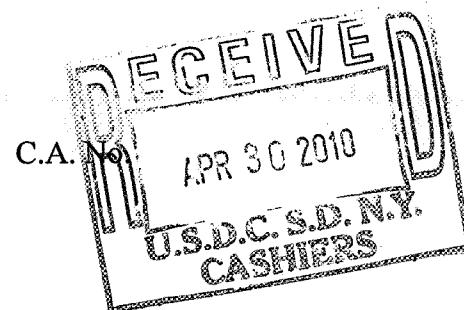
TRIBORO QUILT MANUFACTURING  
CORPORATION

Plaintiff

v.

LUVE LLC

Defendant.



COMPLAINT

Plaintiff, Triboro Quilt Manufacturing Corporation ("Triboro"), by its attorneys, allege:

1. This is an action under the common laws of the State of New York for breach and wrongful termination of contract. This Court has jurisdiction pursuant to Title 28, United States Code, § 1332. Venue in this District is proper under Title 28, United States Code, §§ 1391(a) and (c) and 1400(b).

2. Plaintiff Triboro is a corporation organized and existing under the laws of the State of New York having a place of business at 172 South Broadway, White Plains, New York 10605.

3. Defendant Luve LLC ("Luve") is a corporation organized and existing under the laws of the State of Wisconsin having a place of business at N17W36060 Woodland Hill Drive, Delafield, Wisconsin 53018.

4. Luve has contractually agreed and consented to the personal jurisdiction of this Court. This Court also has personal jurisdiction over Luve under N.Y.C.P.L.R. § 302(a)(1). Luve contracted to supply services within this State.

5. On or about August 30, 2006, Triboro and Luve entered into an Exclusive License Agreement ("Agreement") under which Triboro was granted the exclusive right to make, have made, sell, offer for sale, and import throughout the world, certain bath towel products.

6. On or about April 19, 2010, Luve notified Triboro that Luve was terminating the Agreement immediately and that Triboro must immediately stop all manufacturing, marketing and sales related to products that were the subject of the Agreement.

7. Luve has breached the Agreement by such termination.

8. Luve has wrongfully terminated the Agreement.

9. Triboro has suffered and continues to suffer damages in excess of \$75,000.00 as a result of the breaches and wrongful termination of the Agreement by Luve. Furthermore, Luve's wrongful conduct has caused and continues to cause great and irreparable injury to Triboro for which Triboro has no adequate remedy at law, unless Luve is enjoined from breaching and terminating the Agreement.

WHEREFORE, Triboro prays that:

- a. this Court enter a judgment that the Agreement is in full force and effect;
- b. this Court enter a judgment that the Agreement was breached by Luve;
- c. this Court enter a judgment that the Agreement was wrongfully terminated by Luve;

d. this Court issue a preliminary injunction enjoining and restraining Luve and its officers, directors, agents, servants, employees and attorneys and those in active concert or participation with them, from breaching or terminating the Agreement;

e. this Court grant Triboro damages in an amount in excess of \$75,000.00 to be determined at trial including both prejudgment and postjudgment interest;

f. this Court award Triboro its costs and attorneys' fees; and

g. this Court grant Triboro such other and further relief as it may deem just and proper.

Dated: April 30, 2010

**TRIBORO QUILT MANUFACTURING  
CORPORATION**

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